

DECLARATION AND POWER OF ATTORNEY

Docket No. 5181.3042.002

As a below named inventor, I hereby declare that:

(a) My residence, post office address and citizenship are as stated below next to my name.
(b) I believe I am the original, first and sole inventor (if only one name is listed below) or an original, first and joint inventor (if plural names are listed below) of the subject matter which is claimed and for which a patent is sought on the invention entitled APPARATUS AND METHOD FOR APPLYING DRY COLORANT TO WOOD PARTICULATE MATERIAL

the specification of which

(check one) ☒ is attached hereto.

☐ was filed on _____, as Application Serial No. _____,
and was amended on _____ (if applicable).

(c) I hereby state that I have reviewed and understand the contents of the above identified specification, including the claims, as amended by any amendment referred to above.

(d) I acknowledge the duty to disclose information which is material to patentability as defined in Title 37, Code of Federal Regulations, §1.56, copy attached.

(e) I hereby claim foreign priority benefits under Title 35, United States Code, §119 of any foreign application(s) for patent or inventor's certificate(s) listed below and have also identified below any foreign application for patent or inventor's certificate having a filing date before that of the application on which priority is claimed:

Prior Foreign Application(s)

Priority Claimed

_____ (Number)	_____ (Country)	_____ (Day/Month/Year filed)	<input type="checkbox"/> Yes <input type="checkbox"/> No
_____ (Number)	_____ (Country)	_____ (Day/Month/Year filed)	<input type="checkbox"/> Yes <input type="checkbox"/> No

(f) I hereby claim the benefit under Title 35, United States Code, §119 (e) or §120 of any United States application(s) listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior U.S. application in the manner provided by the first paragraph of Title 35, U.S. Code, §112, I acknowledge the duty to disclose material information as defined in Title 37, Code of Federal Regulations, §1.56 which occurred between the filing date of the prior application and the national or PCT international filing date of this application:

<u>60/450,730</u> (Application Serial No.)	<u>February 28, 2003</u> (Filing Date)	<u>pending</u> (Status-patented, pending, abandoned)
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I hereby appoint as my attorneys with full power of substitution, jointly and severally, to prosecute this application and transact all business in the United States Patent and Trademark Office connected therewith the following individual members and/or associates and/or counsel of the firm of:

REISING, ETHINGTON, BARNES, KISSELLE & LEARMAN, P.C.

5291 Colony Drive North
Saginaw, Michigan 48603
Telephone (989) 799-5300
Fax: (989) 792-8585

E.J. Biskup	18,987	W.H. Griffith	16,706	J.P. Moran	20,941	J.D. Stevens	35,691
R.C. Collins	27,430	A.M. Grove	39,697	S.L. Pernut	28,388	S.B. Walmsley	48,021
J.C. Evans	20,124	G.A. Grove	23,023	B.L. Ribando	27,109	W.J. Waugaman	20,304
R.L. Farris	25,112	E.T. Jones	40,037	M.J. Schmidt	43,904	C.R. White	20,494
F.J. Fodale	20,824	J.F. Learman	17,069	W.J. Schramm	24,795	J.D. Wright	49,095
W.H. Francis	25,335						

SEND CORRESPONDENCE TO:

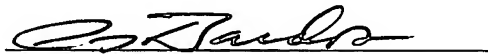
Reising, Ethington, Barnes,
Kisselle & Learman, P.C.
5291 Colony Drive North
Saginaw, Michigan 48603

DIRECT TELEPHONE CALLS TO:

John D. Wright
(989) 799-5300

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Signature

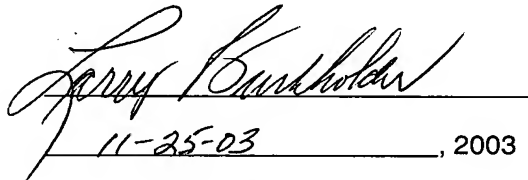


Date:

Nov 25th, 2003

Full Name: Gary M. Bardos
Residence: 3250 Brinton Road
City, State, Zip: Remus, Michigan 49340
Country: U.S.A.
Citizenship: U.S.A.
P.O. Address: 3250 Brinton Road
Remus, Michigan 49340

Signature



Date:

11-25-03, 2003

Full Name: Larry C. Burkholder
Residence: 5121 88th Street East
City, State, Zip: Bradenton, Florida 34202
Country: U.S.A.
Citizenship: U.S.A.
P.O. Address: 5121 88th Street East
Bradenton, Florida 34202

§1.56 Duty to disclose information material to patentability

(a) A patent by its very nature is affected with a public interest. The public interest is best served, and the most effective patent examination occurs when, at the time an application is being examined, the Office is aware of and evaluates the teachings of all information material to patentability. Each individual associated with the filing and prosecution of a patent application has a duty of candor and good faith in dealing with the Office, which includes a duty to disclose to the Office all information known to that individual to be material to patentability as defined in this section. The duty to disclose information exists with respect to each pending claim until the claim is cancelled or withdrawn from consideration, or the application becomes abandoned. Information material to the patentability of a claim that is cancelled or withdrawn from consideration need not be submitted if the information is not material to the patentability of any claim remaining under consideration in the application. There is no duty to submit information which is not material to the patentability of any existing claim. The duty to disclose all information known to be material to patentability is deemed to be satisfied if all information known to be material to patentability of any claim issued in a patent was cited by the Office or submitted to the Office in the manner prescribed by §§ 1.97(b)-(d) and 1.98. However, no patent will be granted on an application in connection with which fraud on the Office was practiced or attempted or the duty of disclosure was violated through bad faith or intentional misconduct. The Office encourages applicants to carefully examine:

(1) prior art cited in search reports of a foreign patent office in a counterpart application; and

(2) the closest information over which individuals associated with the filing or prosecution of a patent application believe any pending claim patentably defines, to make sure that any material information contained therein is disclosed to the Office.

(b) Under this section, information is material to patentability when it is not cumulative to information already of record or being made of record in the application, and

(1) It establishes, by itself or in combination with other information, a *prima facie* case of unpatentability of a claim; or

(2) It refutes, or is inconsistent with, a position the applicant takes in:

(i) Opposing an argument of unpatentability relied on by the Office, or

(ii) Asserting an argument of patentability.

A *prima facie* case of unpatentability is established when the information compels a conclusion that a claim is unpatentable under the preponderance of evidence, burden-of-proof standard, giving each term in the claim its broadest reasonable construction consistent with the specification, and before any consideration is given to evidence which may be submitted in an attempt to establish a contrary conclusion of patentability.

(c) Individuals associated with the filing or prosecution of a patent application within the meaning of this section are:

(1) Each inventor named in the application;

(2) Each attorney or agent who prepares or prosecutes the application; and

(3) Every other person who is substantively involved in the preparation or prosecution of the application and who is associated with the inventor, with the assignee or with anyone to whom there is an obligation to assign the application.

(d) Individuals other than the attorney, agent or inventor may comply with this section by disclosing information to the attorney, agent or inventor.

(35 U.S.C. 6, Pub. L. 97-247)

[42 FR 5593, Jan. 28, 1977, as amended at 47 FR 21751, May 19, 1982; 48 FR 2710, Jan. 20, 1983; 49 FR 554, Jan. 4, 1984; 50 FR 5171, Feb. 6, 1985; 53 FR 47808, Nov. 28, 1988, effective Jan. 1, 1989; 57 FR 2034, January 17, 1992, effective March 6, 1992]

ASSIGNMENT

WHEREAS we, GARY M. BARDOS and LARRY C. BURKHOLDER, citizens of the United States and residing at 3250 Brinton Road, Remus, Michigan 49340, and 5121 88th Street East, Bradenton, Florida 34202 have invented certain new and useful improvements in

APPARATUS AND METHOD FOR APPLYING DRY COLORANT TO WOOD PARTICULATE MATERIAL

for which we have executed an application for United States Letters Patent on _____

AND WHEREAS MORBARK, INC.

hereinafter called Assignee, is desirous of acquiring an interest in an to said application and the inventions and improvements therein disclosed;

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) in hand paid, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, we do hereby assign, sell, transfer, and set over unto said Assignee our entire right, title and interest in and to said application and the inventions and improvements therein disclosed for the United States of America and all foreign countries, including all of our rights under the International Convention for the Protection of Industrial Property, and any Letters Patent which may issue therefor in the United States of America and all foreign countries, and all divisions, reissues, continuations, renewals, reexaminations and/or extensions thereof, said Assignee to have and to hold the interests herein assigned to the full ends of the terms of said Letters Patent and any and all divisions, reissues, continuations, renewals, reexaminations and/or extensions thereof respectively, as fully and entirely as the same would have been held and enjoyed by us had this assignment not been made.

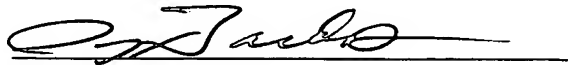
We hereby authorize and request the Patent Office officials in the United States and any and all foreign countries to issue any and all said Letters Patent, when granted, to said

MORBARK, INC.

as assignee of our entire right, title, and interest in and to the same.

And for the consideration aforesaid, we agree that we will communicate to said Assignee or the representatives thereof any facts known to us respecting said inventions and improvements, and will, upon request, testify in any legal proceedings, sign all lawful papers, execute all divisional, reissue, continuation, renewal, reexaminations, and/or extension applications, make all rightful oaths and generally do all other and further lawful acts deemed necessary or expedient by said Assignee or by counsel for said Assignee to assist or enable said Assignee to obtain and enforce full benefits from the rights and interest herein assigned.

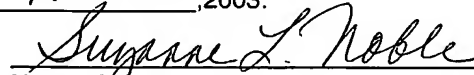
This assignment shall be binding upon our heirs, executors, administrators or legal representatives, as the case may be, and shall inure to the benefit of the heirs, executors, administrators, successors, legal representatives and/or assigns, as the case may be, of said Assignee.


GARY M. BARDOS

STATE OF MICHIGAN)
COUNTY OF Isabella) ss.

Before me, a notary public in and for the said county and state, personally appeared GARY M. BARDOS who acknowledged that he is the person who executed the foregoing assignment and acknowledged it to be his free and voluntary act and deed.

Witness my hand and notarial seal this 25th day of November, 2003.


Notary Public

My commission expires:

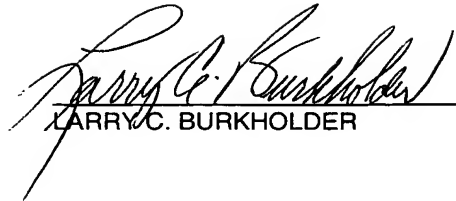
SUZANNE L. NOBLE

NOTARY PUBLIC ISABELLA CO., MI

MY COMMISSION EXPIRES Feb 23, 2005

SEAL

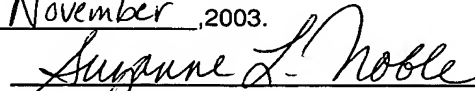
STATE OF MICHIGAN)
) ss.
COUNTY OF ISABELLA)


LARRY C. BURKHOLDER

Before me, a notary public in and for the said county and state, personally appeared LARRY C. BURKHOLDER who acknowledged that he is the person who executed the foregoing assignment and acknowledged it to be his free and voluntary act and deed.

Witness my hand and notarial seal this 25th day of November, 2003.

SEAL


Notary Public
My commission expires:
SUZANNE L. NOBLE
NOTARY PUBLIC ISABELLA CO., MI
MY COMMISSION EXPIRES Feb 23, 2005